

EXHIBIT “5”

NEXII

December 28, 2022

Daniel Metzler and John Wolfington
NexUS 1, LLC
700 South Henderson Road, Suite 202
King of Prussia, PA 19406

Re: Promissory Note dated as of March 8, 2022 (the “Note”),¹ by NexUS 1, LLC (“Hazleton Operator”), in favor of Nexii Building Solutions Inc. (“Nexii”)

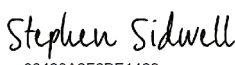
Dear John and Dan:

Notwithstanding Hazleton Operator’s waiver of any right to receive notice pursuant to the Note, this letter constitutes formal written notice to Hazleton Operator pursuant to the Note of Hazleton Operator’s failure to make payment provided under the Note and that, as a result thereof, the entire principal sum and accrued interest due under the Note is now due and payable immediately. This letter constitutes further written notice that as of the date hereof and until the Note is paid in full, default interest at the rate of 15.5% will accrue.

Nexii hereby reserves all other rights, powers, and remedies available to it under the Note under applicable law arising due to Hazleton Operator’s default under the Note. Nexii may exercise such rights, powers, and remedies without further notice. Any forbearance by Nexii is, and will continue to be, discretionary. Any forbearance by Nexii will not constitute a waiver of any defaults or any other terms, conditions, representations, or covenants applicable to Hazleton Operator under the Note. Any forbearance by Nexii in requiring strict performance under the Note will not be deemed to be a course of action with respect thereto upon which Hazleton Operator may rely in the future.

Thank you.

Sincerely,

DocuSigned by:

00490A2F6BE1429...
Stephen Sidwell

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Note.